

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE OF PAGES 1   6
2. AMENDMENT/MODIFICATION NO. 3	3. EFFECTIVE DATE 9/15/94	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)		
ISSUED BY John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899		7. ADMINISTERED BY (If other than Item 6)	CODE SEB-SUSA		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  To: Potential Offerors	(f) 9A. AMENDMENT OF SOLICITATION NO. Prospectus No. 10-94-0019
	X 9B. DATED (SEE ITEM 11) July 29, 1994
	10A. MODIFICATION OF CONTRACT/ORDER NO.
	10B. DATED (SEE ITEM 13)
CODE:	FACILITY CODE

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

### 12. ACCOUNTING AND APPROPRIATION DATA (If required)

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

### 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- The purpose of this amendment is to furnish additional questions received and the Government's official answers, and update the reference documents list to include additional environmental permits which are now available in the reference library.
- As a result of the above change, page 149 of the Prospectus is hereby deleted and replaced with the enclosed page 149. Changes are denoted by a line in the right margin.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

## Enclosure 2, Appendix 2

### REFERENCE DOCUMENT LIST

ADA	Smithsonian Institution Accessibility Report; CFR Part 36, Part III, Nondiscrimination on the Basis of Disability.
Apollo/Saturn V Center (PCN 96411)	Apollo/Saturn V Center Project Team Presentation, May 1991. Apollo/Saturn V Center Design Manual (Show Design Manual), May 10, 1993.
Area Maps	KSC General Area Map. SUSA Facilities Layout/Map.
Brake Certification	DOT Brake Inspector Certification Requirements.
DE-512-SM	Facility, Systems, and Equipment General Design Requirements.
Environmental Permits	AMF Pond Stormwater Permit (#42-009-0412NGM2); Bus Wash Facility Industrial Wastewater System Permit (#IC05-237689); Parking Lot Stormwater Permit (#42-009-0412N); Apollo/Saturn V Center Dredge and Fill Permit (#12-009-0218G); Apollo/Saturn V Center Stormwater Permit (#4-009-0478G); Apollo/Saturn V Center Wastewater Tie-In General Permit (File #250988).
Federal Acquisition Regulations (FAR)	Parts - 3, Improper Business Practices and Personal Conflicts of Interests; 15, Contracting By Negotiation; 22, Application of Labor Laws to Government Acquisitions; 23, Environment, Conservation, Occupational Safety, and Drug-Free Workplace; 31, Contract Cost Principles and Procedures; 37, Service Contracting; 44, Subcontracting Policies and Procedures; 45, Government Property.
Florida Statutes, Chapter 482	Florida Pesticide Control Law.
Florida Statutes, Chapter 487	Florida Pesticide Law.
FMM 9090	Guidelines Applicable to Reimbursable Agreements.
GP-435, Vol. I & II	Engineering Drawing Practices.
KSC CNG Pamphlet	Natural Gas Vehicles.
KMI 1270.2A	KSC Continual Improvement.
Kitchen Equipment, SUSA	SUSA Kitchen Drawings with equipment listings.

### Additional Questions and Answers

1. **Question:** What are the boundaries of the contaminated bus maintenance area for which the government will be undertaking final cleanup? What will be the specific requirements of the Concessioner with regard to this cleanup?

**Answer:** A map illustrating the approximated boundaries of the contaminated area is attached (page 6). The Concessioner will be responsible for providing access to the cleanup area as referenced in SOW Section 1.2.3 of the Prospectus.

2. **Question:** Has any environmental testing been done at the Spaceport (other than at the bus maintenance area)? If so, where and what was found?

**Answer:** Other testing was done in and around SUSAs (in multiple areas) and no additional contamination was found.

3. **Question:** Who would be responsible for soil and ground water contamination (other than at the bus maintenance area) which may exist at Spaceport? What will the Concessioner's requirements be?

**Answer:** The NASA KSC Environmental Management Office will manage all remediation activities for the existing contamination. As stated in Article 30 of the Prospectus, the Concessioner will be indemnified from any and all responsibility for any pre-existing environmental contamination at SUSAs. The successful offeror is, however, responsible for operating within all applicable environmental statutory and regulatory requirements.

4. **Question:** Has asbestos- or lead-based paint been found to be an issue at Spaceport? What would be the responsibilities of the Concessioner for asbestos- or lead-based paint? What is NASA's policy toward dealing with these building materials (e.g., remove as necessary to accommodate building renovation and leave materials in place that are not affected by renovation)?

**Answer:** Some asbestos and lead based paint have been found at SUSAs in the past and removed or contained. No threat to human health exists. The policy is as stated in the question.

5. **Question:** Of the 13 environmental permits listed on page 0457 and 0458 of the Prospectus, please indicate in detail what the Concessioner's requirements will be (e.g., monitoring and reporting requirements, wetland restoration requirements, construction and maintenance of a storm water treatment system, etc.).

**Answer:** With the exception of sampling/monitoring (which is done by the government), the Concessioner will be required to operate within the detailed requirements as stated in each permit. For new projects, the Concessioner is required to develop permit applications, including necessary engineering and other supporting materials. Permits related to items 5, 7, and 8 in Exhibit 6-2 of the Prospectus have recently been approved, with copies added to the reference library. The permit listed as item 3 in Exhibit 6-2 is not applicable to the new Agreement since the Concessioner will not be responsible for operation of the sewage treatment plant. Permits listed as items 10 and 11 are no longer required.

6. **Question:** What restrictions and requirements are imposed on the Spaceport with regard to neighboring wetland habitats and endangered species? What are the requirements, if any, of the Concessioner with regard to these issues?

**Answer:** The Concessioner is required to operate within the permit constraints and all applicable statutory/regulatory requirements as outlined in SOW 1.2.3 of the Prospectus.

7. **Question:** Have waste liquids or solids ever been disposed of in ponds, wetlands, or landfills at or near the Spaceport? If so, please provide details on what was disposed and when it was disposed.

**Answer:** No.

8. **Question:** What environmental requirements, if any, of the Concessioner with regard to the sewage treatment facility?

**Answer:** None.

9. **Question:** Has a spill prevention control and countermeasure (SPCC) plan been prepared? Will this be a requirement of the Concessioner?

**Answer:** Although none currently exists, the Concessioner is required to prepare a SPCC. It is anticipated that it would be included as part of the SUSA Environmental Management Plan.

10. **Question:** Are there any air emissions which the Concessioner will be required to address/permit?

**Answer:** There are no existing air emissions that the Concessioner must address or obtain permits for.

11. **Question:** Does TW Recreational Services have any Superfund liability with respect to the Spaceport operations? If so, would this be passed on to the new Concessioner?

**Answer:** No.

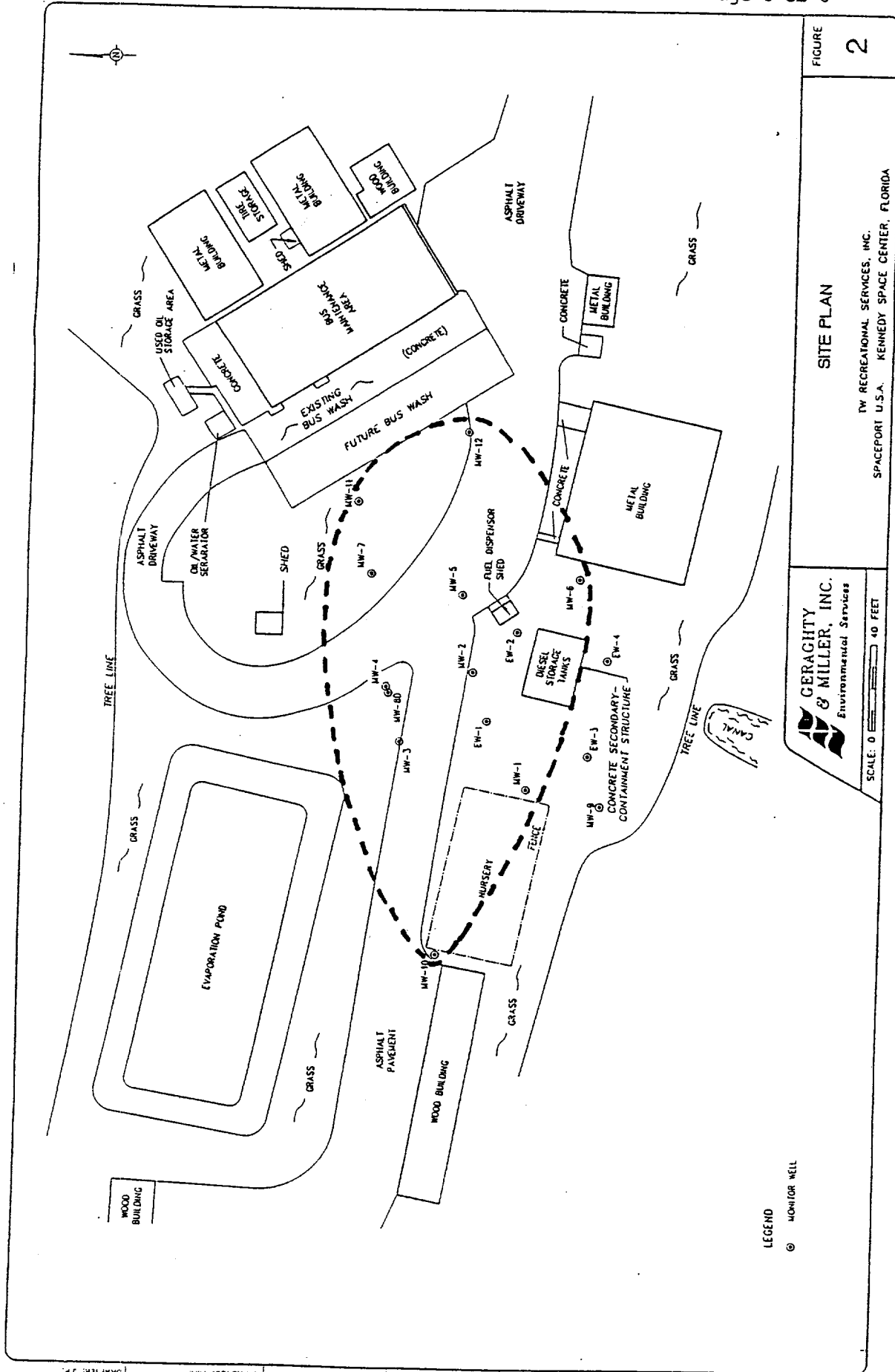


FIGURE  
2

SITE PLAN

TW RECREATIONAL SERVICES, INC.  
 SPACEPORT U.S.A. KENNEDY SPACE CENTER, FLORIDA

GERAGHTY & MILLER, INC.  
 Environmental Services

SCALE: 0 40 FEET